Krishna Developers

TO,
MahaRERA Authority,
6th Floor, House Fin Bhavan,
Plot No.C-21, E-Block, BKC
Bandra (E), Mumbai-400051

Date : 12/10/2023

Subject : Deviation Report on Agreement for Sale for the project named "DISHA DARSHAN" bearing survey no.370 to 374, CTS No.975, known as "AMAR BHAVAN" lying and being at Nadiadwala Colony No.2, Malad (W), Mumbai-400064.

DEVIATED CLAUSES

Clause No as per our draft	Actual Clause
1(C)	The Allottee hereby agrees to pay to the Owner/Developer the amount which shall be paid in the following manner : - i. Amount of Rs. _____/- (10% of the total consideration) to be paid to the Owner/Developer on or before the execution of these presents as Earnest Money. ii. Amount of Rs. _____/- (25% of the total consideration) to be paid to the Owner/Developer on completion of the plinth of the said building. iii. Amount of Rs. _____/- (3.5% of the total consideration) to be paid to the Owner/Developer on casting of the first slab of the proposed building. iv. Amount of Rs. _____/- (3.5% of the total consideration) to be paid to the Owner/Developer on casting of the second slab of the proposed building. v. Amount of Rs. _____/- (3.5% of the total consideration) to be paid to the Owner/Developer on casting of the third slab of the proposed building. vi. Amount of Rs. _____/- (3.5% of the total consideration) to be paid to the Owner/Developer on casting of the fourth slab of the proposed building. vii. Amount of Rs. _____/- (3.5% of the total consideration) to be paid to the Owner/Developer on casting of the fifth slab of the proposed building. viii. Amount of Rs. _____/- (3.5% of the total consideration) to be paid to the Owner/Developer on casting of the Sixth slab of the proposed building. ix. Amount of Rs. _____/- (3.5% of the total consideration) to be paid to the Owner/Developer on casting of the seventh slab (terrace slab) of the proposed building.

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	x. Amount of Rs. _____/- (3.5% of the total consideration) to be paid to the Owner/Developer on casting of the eighth slab of the proposed building. xi. Amount of Rs. _____/- (3.5% of the total consideration) to be paid to the Owner/Developer on casting of the ninth slab of the proposed building. xii. Amount of Rs. _____/- (3.5% of the total consideration) to be paid to the Owner/Developer on casting of the tenth slab of the proposed building. xiii. Amount of Rs. _____/- (6% of the total consideration) to be paid to the Owner/Developer on completion of the walls, internal plaster, floorings doors and windows of the said flat. xiv. Amount of Rs. _____/- (6% of the total consideration) to be paid to the Owner/Developer on completion of the sanitary fittings, staircases, lifts, wells, lobbies upto floor level of the said flat. xv. Amount of Rs. _____/- (6% of the total consideration) to be paid to the Owner/Developer on completion of the external plumbing and external plaster, elevation, terraces with waterproofing of the building or wing in which the said flat is located. xvi. Amount of Rs. _____/- (6% of the total consideration) to be paid to the Owner/Developer on completion of the lifts, water pumps, electrical fittings, electro, mechanical and plinth protection, etc. xvii. Amount of Rs. _____/- (6% of the total consideration) to be paid to the Owner/Developer at the time of handing over of the possession of the flat to the Allottees on or after receipt of occupation certificate. xviii. The allottees shall directly pay the TDS from their consideration to the concerned regulatory authority as per the provisions of the Income Tax Act, 1 961 within Seven (7) days from the date of Payment.
1(d)	As per the provisions of section 194-IA read with rule 30 and 31A of the Income Tax Act, 1961 the allottees are liable to deduct tax as per the prevailing rates on the total value of consideration and shall pay the same to the government treasury. The said amount paid by the allottees will be part of the total sale consideration.
3.	That the Owner/Developer has paid the requisite premium/charges to the concern authority pertaining to the deficiency in open space, parking premium, staircase premium and other premium, etc. as per the DC Rules and obtained the necessary permissions pertaining to the building.
9.	The Owner/Developer shall register the society within three months from the date when more than 51% allottees book their flats in the new residential building to be constructed on the said plot. The Allottee along with others allottee(s) of Flats in the new building shall join in forming and registering the society to be known as "DISHA DARSHAN" and for this purpose from time to time sign and executed the application for registration and/or membership and the other papers and documents

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	necessary for the formation and registration of the society and becoming a member, including the bye-laws of the proposed society and duly fill in, sign and return to the Owner/Developer within seven days of the same being forwarded by the Owner/Developer to the Allotee(s).
9.1	The Owner/Developer shall execute the Conveyance Deed of title in favour of the Society within three months from the date of obtaining Occupation Certificate.
10.	The Allottees shall on or before delivery of possession of the said premises reimburse the following amounts to the Owner/Developer alongwith the GST;

Sr. No.	Amount	Particular
1	Rs._____/-	towards development charges @ 100/- per Sq.Ft.
2	Rs. 30,000/-	for deposit towards water, Electric and other utility and services connection charges.
3	Rs. 25,000/-	towards the legal charges.

The Allottees shall on or before delivery of possession of the said premises pay the following amounts to the society;

Sr. No.	Amount	Particular
1	Rs._____/-	for advance towards provisional monthly contribution towards outgoings of society @ 10/- per Sq.Ft.
2	Rs. 500/-	towards share money.
3	Rs. 100/-	per member entrance fee.

11.	That it is further agreed by the allottees herein that before receipt of the possession the allottees herein undertake to pay the possession charges including maintenance charges to the Owner/Developer herein thereafter, the allottees shall be liable to pay their respective proportionate charges to the society or the owner/developer, as the case may be.
12.	**REPRESENTATIONS AND WARRANTIES OF THE OWNER/DEVELOPER** The Owner/Developer hereby represents and warrants to the Allottees as follows: x. That this is the development project of the building will be known as "DISHA DARSHAN" and the society will be newly formed as per requirement of the project and the final call in this regard, will be taken by the Owner/Developer alone and the society/allottees shall not object for the same. xi. That the Owner/Developer/societies/allottees herein shall not take any objection in future for the development on the adjoining plot with deficiency open spaces

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	in the proposed building.
14.	The Owner/Developer after registration of this Agreement shall submit the copy of the registered Agreement for Sale and other legal documents to the society and thereafter, the society in their meeting shall adjudicate the application presented by the Owner/Developer and accordingly, will admit such allottees/s as members of the Society as provided under the Maharashtra Co-operative Societies Act. The Owner/Developer undertakes that each and every new allottees/s/purchaser/s shall become the member/s of the Society.
15.	The allottees/s shall be liable to pay to the society the necessary transfer fees and membership fees to the society as per the provisions of the bye laws of the society.
17.	That it is agreed by and between the parties herein that the developer and their concerned Architect/License Surveyor shall compile and preserve the following documents pertaining to the said property; **a.** Ownership documents **b.** Copies of I.O.D., subsequent amendments, Commencement Certificate, Occupation Certificate, Building Completion Certificate and corresponding canvas mounted plans. **c.** Copies of soil investigation report **d.** RCC details and canvas mounted structural drawings **e.** Structural stability certificate from License Structural Engineer, Structural Audit Report. **f.** All details of repairs carried out in the buildings. **g.** Supervision certificate issued by License Site Supervisor **h.** Building Completion Certificate issued by License Surveyor/Architect **i.** NOC and Competencies Certificate issued by C.F.O. **j.** Fire safety audit carried out as per the requirements of C.F.O. For incorporating remaining existing tenants in future amendments the above documents shall be handed over to the end user/prospective society within the period of 30 (thirty) days in case of redevelopment of properties and in other cases within 90 (ninety) days after granting of Occupation Certificate by the developer. The end user/prospective society shall preserve and maintain the abovesaid documents/plans and subsequent periodical structural audit reports and repair history. Further, the end user/prospective society shall carry out necessary repairs/structural audit/fire safety audit, etc. at regular intervals as per the requirements of C.F.O.
20.	That the allottees is aware that the Owner/Developer is providing space for health club for the physical fitness of the members of the society as per the prevailing M.C.G.M. norms and the society will manage the said health club as per their prerequisites and the allottees shall undertake to follow the same.

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29.	The Owner/Developer and the allottees required to quote their individual permanent account numbers as provided for under Rule 114B (a) for compliance with the provisions of section 139A (5) (c) of the Income Tax Act, 1961 and Permanent Account Numbers as allotted by the Income Tax Department have been reproduced as follows;

NAME	PARTICULAR	PAN NO.
M/S. KRISHNA DEVELOPERS	OWNER/DEVELOPER	AAXFK6745M
_____	ALLOTTEES	_____
_____	ALLOTTEES	_____

31. ALLOTMENT OF FIRST FLOOR

It has been expressly agreed by and between the parties hereto, as also the allottees and purchasers and acquirers of the different flats in the said new building that the entire first floor of to be newly constructed building known as **"DISHA DARSHAN"** has been allotted to **"SHREE NADIAD WALA COLONY SHWETAMBER MURTIPUJAK JAIN SANGH"** registered under Maharashtra Public Trust Act, 1950 with Charity Commissioner having Registration Certificate No.: E-28649 Mumbai dated 18/04/2012 (hereinafter referred to as "Trust").

The purchaser/s to this agreement hereby agree and confirm that the trust is permitted by the developer to carry on its activities and functions in above entire first floor as mentioned above and for that purpose, the trust and the members of the Jain Sangh and followers thereof are also permitted to use the passage on the ground floor nearby the staircase.

It is agreed by and between the parties hereto that they and the future buyer or occupant of their premises shall never take any objection and shall never complain any such activities of the Trust as mentioned above to any authority or department whatsoever. In future when the society is formed then the members of the society or the society itself will also not take any objection and will not lodge any complain to any authority or any department for any of the activities of the Trust.

34. TAXES: The charges towards G.S.T. and any other levies as applicable from time to time on this Agreement shall be borne by the allottees.

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For KRISHNA DEVELOPERS

PARTNER